
Allstate Indemnity Automobile Collision And Comprehensive Coverage

Policy: _____ Effective: _____

Issued to: _____



AIU265

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This policy provides coverage only for physical damage to the insured autos. This policy provides:

- **no bodily injury or property damage liability protection**
- **no uninsured/underinsured motorists insurance**
- **no automobile medical payments**

This policy will not satisfy any financial responsibility laws or mandatory or compulsory insurance requirements.

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The Company Named in the Declarations
A Stock Company
Home Office: Northbrook, Illinois 60062

Part 1

General

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the declarations page. If more than one **auto** is insured, premiums will be shown for each **auto**. If **you** pay the premiums when due and comply with the policy terms, **Allstate**, relying on the information **you** have given **us**, makes the following agreements with **you**.

When And Where The Policy Applies

During the policy period, **your** policy applies to losses to the **auto**, accidents and occurrences within the United States of America, its territories or possessions or Canada, or between their ports. The policy is shown on the declarations page.

Definitions

1. "**Allstate**," "**We**," "**Us**," or "**Our**"—means the Allstate Indemnity Company.
2. "**Auto**"—means a land motor vehicle with at least four wheels designed for use on public roads.
3. "**Camper Unit**"—means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of the unit. A camper unit does not include:
 - a) caps, tops or canopies designed for use as protection of the cargo area of a **utility auto**; or
 - b) radio or television antennas, awnings, cabanas, or equipment designed to create additional off-highway living facilities.
4. "**Resident**"—means a person who physically resides in **your** household with the intention of continuing to reside there. **Your** unmarried dependent children while temporarily away

from home will be considered residents if they intend to resume residing in **your** household.

5. "**Sound System**"—means any device within the insured **auto** designed for:
 - a) voice or video transmission, or for voice, video or radar signal reception; or
 - b) recording or playing back recorded material; or
 - c) supplying power to cellular or similar telephone equipment.
6. "**Travel-trailer**"—means a trailer of the house, cabin or camping type equipped or used as a living quarters.
7. "**Utility Auto**"—means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
8. "**You**" or "**Your**"—means the policyholder named on the declarations page and that policyholder's **resident** spouse.

Changes

Premium Changes

The premium for each **auto** is based on information **Allstate** has received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct, if it is complete, and if it changes during the policy period. **You** agree that if this information changes or is incorrect or incomplete, **we** may adjust **your** premium accordingly during the policy period.

Changes which result in a premium adjustment are contained in **our** rules. These include, but are not limited to:

1. **autos** insured by the policy, including changes in use.
2. drivers residing in **your** household, their ages or marital status.
3. coverages or coverage limits.
4. rating territory.
5. discount eligibility.

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Any calculation or adjustment of **your** premium will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

Coverage Changes

When **Allstate** broadens a coverage during the policy period without additional charge, **you** have the new feature if **you** have the coverage to which it applies. The new feature applies on the date the coverage change is effective in **your** state.

Otherwise, the policy can be changed only by endorsement. Any change in **your** coverage will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

Duty To Report Policy Changes

Your policy was issued in reliance on the information **you** provided concerning **autos** and persons insured by the policy. To properly insure **your auto**, **you** should notify **us** when **you** change **your** address or whenever any **resident** operators insured by **your** policy are added or deleted.

You must notify **us** within 30 days when **you** acquire an additional or replacement **auto** or if **your** inoperable motor vehicle not described on the declarations page becomes operational. If **you** don't, coverage under this policy may not apply.

Transfer

This policy can't be transferred to anyone without **our** written consent. However, if **you** die, coverage will be provided until the end of the policy period for:

1. **your** legal representative while acting as such; and
2. persons covered on the date of **your** death.

Cancellation

You may cancel this policy by writing **us** the future date **you** wish to stop coverage.

During the policy period, **Allstate** may cancel part or all of this policy by mailing notice to **you** at **your** last known address. **We** will also mail notice to any lienholder named in the declarations. If **we** cancel because **you** didn't pay the premium, the date of cancellation will be at least 10 days after the date of mailing. Otherwise, **we** will give **you** 20 days notice.

A postal service certificate of mailing to the named insured at the insured's last known mailing address

shall be conclusive proof of receipt on the fifth calendar day after mailing. Any refund due will be calculated on a pro-rata basis. Cancellation will be effective even if the refund is not made immediately. After **your** original policy has been in effect 60 days, **Allstate** won't cancel or reduce **your** coverage during the policy period unless:

1. **you** don't pay the premium when it's due.
2. **you** or anyone else who usually operates an **auto** insured under the policy has had a driver's license suspended or revoked during the policy period or, if the policy is a renewal, during its period of the preceding 180 days. This does not apply to the first or second suspension of a provisional license under Title 29, Section 2241-G, Subsection 1 and 2A.
3. **Allstate** has mailed and **you** have received notice within the first 60 days that **we** don't intend to continue the policy.
4. the policy was obtained by misrepresentation or fraud.
5. the submission of a claim has been misrepresented or fraudulent.
6. the conditions of the policy have been violated.

Payment

If **you** tender a check to **Allstate** for full or partial payment of **your** premium and the check is returned to **Allstate** because of insufficient funds or a closed account, a \$10.00 charge will be added to **your** account balance.

Non-Renewal

Allstate may elect not to renew **your** policy. If **we** elect not to renew **your** policy, **we** will notify **you** at least 30 days before the end of the policy period. A postal service certificate of mailing to the named insured at the insured's last known mailing address shall be conclusive proof of receipt on the fifth calendar day after mailing.

Part 2

Protection Against Loss To The Auto

The following coverages apply when indicated on the declarations page. Additional payments, autos insured, exclusions, and other information applicable to all these coverages appear beginning on page 5.

Auto Collision Insurance Coverage DD

Allstate will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** (including insured loss to an attached trailer) from a collision with another object or by upset of that **auto** or trailer. The deductible amount will not be subtracted from the loss payment in collisions involving **your** insured **auto** and another **auto** insured by **us**.

Auto Comprehensive Insurance Coverage HH

Allstate will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** not caused by collision. Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered.

Allstate will pay up to \$2,500 for loss to a **sound system** permanently installed in **your auto** by bolts, brackets or other means, its antennas, or other apparatus in or on **your auto** used specifically with that system. Any deductible amount which applies will be subtracted from the loss amount. However, the deductible amount will not be subtracted from a glass breakage loss if the glass is repaired rather than replaced, by agreement between **you** and **Allstate**.

Towing and Labor Costs Coverage JJ

Allstate will pay costs for labor done at the initial place of disablement of **your** insured **auto** or a non-owned **auto**. **We** will also pay for towing made necessary by the disablement. The total limit of **our** liability for each loss is shown on the declarations page.

Rental Reimbursement Coverage Coverage UU

If **you** have collision or comprehensive coverage under this policy and the loss involves either coverage, **Allstate** will repay **you** for **your** cost of renting an **auto** from a rental agency or garage. **We** will not pay more than the dollar amount per day shown on the declarations page. **We** won't pay mileage charges.

If **your** insured **auto** is stolen, payment for transportation expenses will be made under the terms of paragraph 3. under "Additional Payments Allstate Will Make". However, the limits for this coverage will apply if they exceed the limits stated under "Additional Payments Allstate Will Make".

If **your** insured **auto** is disabled by a collision or comprehensive loss, coverage starts the day after the loss. If it is driveable, coverage starts the day after the **auto** is taken to the garage for repairs.

Coverage ends when whichever of the following occurs first:

1. if the **auto** is disabled by a collision or comprehensive loss, completion of repairs or replacement of the **auto**;
2. if the **auto** is stolen, when **we** offer settlement or **your auto** is returned to use; or
3. thirty full days of coverage.

Sound System Coverage Coverage ZA

Allstate will pay for loss to a **sound system** permanently installed in **your auto** by bolts, brackets or other means, its antennas, or other apparatus in or on **your auto** used specifically with that system.

Coverage ZA applies only if comprehensive insurance is in effect under this policy. Coverage ZA provides coverage for **sound systems** in excess of the coverage provided under comprehensive insurance (Coverage HH). The limit of **our** liability is shown on the declarations page.

Tape Coverage Coverage ZZ

Allstate will pay for loss to any tapes or similar items used with **auto sound systems**. Coverage applies to property **you** or a **resident** relative own

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that is in or on **your** insured **auto** at the time of loss. The total limit of **our** liability for each loss is shown on the declarations page.

This coverage applies only if **you** have comprehensive insurance under this policy. Coverage ZZ makes tapes or similar items insured property under **your** comprehensive insurance.

Additional Payments Allstate Will Make

1. **Allstate** will pay up to \$200 for loss of clothing and personal luggage, including its contents, belonging to **you** or a **resident** relative while it is in or upon **your** insured **auto**. This provision does not apply if the insured **auto** is a **travel-trailer**.

This coverage applies only when:

- a) the loss is caused by collision and **you** have purchased collision insurance.
 - b) the entire **auto** is stolen, and **you** have purchased comprehensive insurance.
 - c) physical damage is done to the **auto** and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning, or flood and **you** have purchased comprehensive insurance.
2. **Allstate** will repay **you** up to \$10 for the cost of transportation from the place of theft of **your** insured **auto** or disablement of the **auto** to **your** destination, if:
 - a) the entire **auto** is stolen and **you** have comprehensive coverage under this policy.
 - b) the **auto** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss.

This provision does not apply if the insured **auto** is a **travel-trailer**.

3. If **you** have comprehensive insurance under this policy, **Allstate** will repay up to \$10 a day but not more than \$300 for each loss for the cost of transportation when the entire **auto** is stolen. This coverage begins 48 hours after **you** report the theft to **us**, but ends when **we** offer settlement or **your auto** is returned to use.
4. If **you** have purchased collision or comprehensive insurance under this policy,

Allstate will pay general average and salvage charges imposed when **your** insured **auto** is being transported.

Insured Autos

1. Any **auto** described on the declarations page and the private passenger **auto** or **utility auto** **you** replace it with if **you** notify **Allstate** within 30 days of the replacement and pay the additional premium. Coverage will not continue after 30 days if **we** are not notified of the replacement **auto**.
2. An additional private passenger **auto** or **utility auto** **you** become the owner of during the policy period. This **auto** will be covered if **Allstate** insured all other private passenger **autos** or **utility autos** **you** own. **You** must, however, tell **us** within 30 days of acquiring the **auto**. **You** must pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the additional **auto**.
3. A substitute private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used with the permission of the owner while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
4. A non-owned private passenger **auto** or **utility auto** used by **you** or a **resident** relative with the owner's permission. This **auto** must not be available or furnished for the regular use of **you** or any **resident**.
5. A trailer, while attached to an insured **auto**. This trailer must be designed for use with a private passenger **auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**. Home, office, store, display, or passenger trailers are not covered. **Travel-trailers** or **camper units** are not covered unless described on the declarations page.

Exclusions—What Is Not Covered

These coverages don't apply to:

1. loss caused intentionally by, or at the direction of, an insured person.

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2. any **auto** used for the transportation of people or property for a fee. This exclusion does not apply to shared-expense car pools.
3. any damage or loss resulting from any act of war, insurrection, rebellion or revolution.
4. loss to any non-owned **auto** used in auto business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos**.
5. loss due to radioactive contamination.
6. damage resulting from wear and tear, freezing, mechanical or electrical breakdown unless the damage is the burning of wiring used to connect electrical components, or the result of other loss covered by this policy.
7. tires unless stolen or damaged by fire, malicious mischief or vandalism. Coverage is provided if the damage to tires occurs at the same time and from the same cause as other loss covered by this policy.
8. any loss, other than collision, to any **sound system** within **your auto**, including any apparatus in or on the **auto** designed for use with that system.

If **you** have purchased Coverage HH, this exclusion will not apply to losses to any **sound system** up to the limit stated in Coverage HH for **sound systems**. Losses in excess of the limit for loss to **sound systems** provided under Coverage HH will be covered if **you** have purchased Coverage ZA.
9. loss to any tapes or similar items, unless **you** have Coverage ZZ under this policy.
10. loss to a **camper unit** whether or not mounted. This exclusion will not apply if the **camper unit** is described on the declarations page.
11. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **travel-trailer**.
12. loss to **your travel-trailer** while rented to anyone else unless a specific premium is

shown on the declarations page for the rented vehicle.

13. any loss arising out of the participation in a prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
14. loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.

Right To Appraisal

Both **you** and **Allstate** have a right to demand an appraisal of the loss. Each will appoint and pay a qualified appraiser. Other appraisal expenses will be shared equally. The two appraisers, or a judge of a court of record, will choose an umpire. Each appraiser will state the actual cash value and the amount of loss. If they disagree, they'll submit their differences to the umpire. A written decision by any two of these three persons will determine the amount of the loss.

Payment Of Loss By Allstate

Allstate may pay for the loss in money, or may repair or replace the damaged or stolen property. **We** may, at any time before the loss is paid or the property is replaced, return at **our** own expense any stolen property, either to **you** or at **our** option to the address shown on the declarations page, with payment for any resulting damage. **We** may take all or part of the property at the agreed or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

Limits Of Liability

Allstate's limit of liability is the actual cash value of the property or damaged part of the property at the time of loss. The actual cash value will be reduced by the deductible for each coverage as shown on the declarations page. However, **our** liability will not exceed what it would cost to repair or replace the property or part with other of like kind and quality. The limit for loss to any covered trailer not described on the declarations page is \$500.

An **auto** and attached trailer are considered separate **autos**, and **you** must pay the deductible, if any, on each. Only one deductible will apply to an **auto** with a mounted **camper unit**. If unmounted, a separate deductible will apply to the **auto** and **camper unit**.

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When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage but not both. However, Coverage ZA, if purchased, will provide coverage in excess of the limit for loss to **sound systems** provided under Coverage HH.

If There Is Other Insurance

If there is other insurance covering the loss at the time of the accident, **we** will pay only **our** share of any damages. **Our** share is determined by adding the limits of this insurance to the limits of all other insurance that applies on the same basis and finding the percentage of the total that **our** limits represent.

When this insurance covers a substitute **auto** or non-owned **auto**, **we** will pay only after all other collectible insurance has been exhausted.

When this insurance covers a replacement **auto** or additional **auto**, this policy won't apply if **you** have other collectible insurance.

Action Against Allstate

No one may sue **us** under this coverage unless there is full compliance with all the policy terms.

Subrogation Rights

When **we** pay, **your** rights of recovery from anyone else become **ours** up to the amount **we** have paid. **You** must protect these rights and help **us** enforce them.

Loss Payable Clause

If a lienholder is shown in the declarations, **we** may pay loss under this policy to **you** and to the lienholder as its interest may appear. The lienholder's interest will not be voided by:

1. any act or neglect of the owner of the **auto**; or
2. any change in title or ownership of the **auto** if the lienholder notifies **us** within 10 days.

If **you** do not pay the premium when due, the lienholder must, at **our** request, pay the premium; otherwise, **we** may cancel this policy.

The lienholder must notify **us** of any known increase in hazard. The lienholder must pay, at **our** request, the premium for any increase in hazard; otherwise, this policy will be void.

We may cancel this policy according to its terms. Cancellation is also effective with respect to the lienholder's interest. **We** will also notify the lienholder of **our** intent to cancel this clause. In these events, **we** will provide 10 days notice to the

lienholder. **Our** mailing of notice will be proof of notice.

If **you** do not submit proof of loss within the time specified in this Part, the lienholder must do so within 60 days. Proof of loss must be submitted in the form and manner specified below. The lienholder will be subject to provisions relating to appraisal, time of payment and bringing suit.

When **we** make payment to the lienholder for loss under this policy, **we** will be subrogated to the rights of the part **we** pay, to the extent of **our** payment. **We** have the option to pay the lienholder the entire amount due or which will become due on the mortgage or other security agreement with interest and receive full assignment and transfer of the mortgage or security agreement. **Our** right to subrogation will not impair the lienholder's right to recover the full amount of its claim.

What You Must Do If There Is A Loss

1. As soon as possible, any person making claim must give **us** written proof of loss. It must include all details reasonably required by **us**. **We** have the right to inspect the damaged property. **We** may require any person making claim to file with **us** a sworn proof of loss. **We** may also require that person to submit to examinations under oath.
2. Protect the **auto** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** don't protect the **auto**, further loss is not covered.
3. Report all theft losses promptly to the police.

IN WITNESS WHEREOF, **Allstate** has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the declarations page by an authorized agent of **Allstate**.


Secretary


President,
Allstate Indemnity Company